

REMARKS

Favorable reconsideration and allowance of the present application is respectfully requested.

Currently, claims 1, 3, 6-12, 15-22, 24-31, and 42-45, including independent claims 1 and 22, remain pending in the present application. Independent claim 1, for example, is directed to a laminate structure comprising an inner substrate that ruptures upon the application of a certain tensile force in a longitudinal direction and extensible first and second outer substrates. The inner substrate is positioned between and bonded to the first and second outer substrates to define at least one pocket having an upper pocket region and a lower pocket region. The tensile force does not cause the first and second substrates to substantially rupture. A first reactant is contained within the upper pocket region, and a second reactant is contained within the lower pocket region. The first reactant and the second reactant are capable of intermixing when the inner substrate is ruptured to cause the reactants to undergo an endothermic or exothermic reaction. For example, the laminate structure may be utilized as a hot or cold wrap to provide a desired benefit to a user.

In the Office Action, independent claims 1 and 22 were rejected under 35 U.S.C. §103(a) as being obvious over U.S. Patent No. 3,935,355 to Kuhn in view of U.S. Patent No. 5,674,360 to Bowen. Kuhn is directed to a wrapper in the form of ribbons, tapes, bandages, or the like. As shown in Figs. 1-2, the wrapper includes a storage means 1 that forms the innermost part of the wrapper, and may be made from a fleece of glass fibers. This glass fiber fleece layer is situated within an envelope means 10, which is made from an inner plastic foil layer 12 and an outer woven elastic layer 14. The foil

layer 12 is formed from a pair of plastic foil strips 2 joined together at their sides. Likewise, the elastic layer 14 is made from a pair of woven elastic layers 4 adhered to the exterior surface of the strips 2 by adhesive layers 3. Each of the strips 2 has an inner surface applied with a hardening material 5. The hardening materials 5 on each strip 2 are separated from each other by a pair of apertured sheet layers 6 and cover layers 8, which are joined together by adhesive layers 7. When stretched, the cover layers 8 may rupture, thereby allowing the hardening materials 5 to flow through the apertures of the layers 6 and combine. Thus, the wrapper configuration of Kuhn is initially flexible, but when wrapped around one or more bodies, it becomes substantially rigid due to the combination of the hardening materials 5.

However, Kuhn fails to disclose certain aspects of independent claims 1 and 22. For example, Kuhn fails to disclose the particular manner in which the inner substrate is bonded to the first and second outer substrates in independent claims 1 and 22. Namely, claims 1 and 22 each require that the rupturable inner substrate is bonded to the extensible outer substrates. As shown in Figs. 1-4 of the present application, for example, bonds 48 and 50 are formed between the inner substrate 16 and outer substrates 12 and 14 at the longitudinal edges 61. Besides being bonded together by the bonds 48 and 50, bonds 49 are also formed between the inner substrate 16 and outer substrates 12 and 14. A bond 52 is also formed at one transverse edge 65. As a result of such selective bonding, the inner substrate 16 is relatively free to be stretched and moved in the longitudinal direction "l" of the structure 10, as illustrated in Figs. 2 and 4. (Appl. p. 11, ll. 15-25).

The Office Action suggests that the elastic woven layers 4 of Kuhn correspond to

the extensible outer substrates of claims 1 and 22, and that the cover layer(s) 8 correspond to the rupturable inner substrate of claims 1 and 22. Even if this proposition were accurate, the elastic layers 4 are simply not bonded to the cover layer(s) 8 in Kuhn as required by the present claims. Instead, the elastic woven layers 4 are adhesively joined to plastic foil strips 2. (See e.g., Col. 3, ll. 1-56). In turn, the inner surfaces of the strips 2 are welded to the outer edge regions of apertured layers 6 and to each other at their side edges. (Col. 6, ll. 7-29). Thus, Kuhn does not teach the required bonding between the rupturable inner substrate and the extensible outer substrates set forth in independent claims 1 and 22.

Nevertheless, in the Office Action, Kuhn was cited in combination with Bowen in an attempt to render obvious independent claims 1 and 22. Specifically, it stated that one of ordinary skill in the art would have found it obvious to employ the liquid reactants and the folded outer surfaces of Bowen in the wrap of Kuhn. Applicants respectfully submit, however, that even if modified in the manner suggested in the Office Action, the resulting wrap would still fail to disclose or suggest certain aspects of independent claims 1 and 22. For instance, as discussed in detail above, the particular wrap construction of Kuhn does not disclose a rupturable inner substrate that is bonded to extensible outer substrates as set forth in claims 1 and 22. Kuhn's failure to teach the required bonding mechanism is not cured by employing liquid reactants or folded outer surfaces. Thus, even if combined with Bowen as suggested in the Office Action, the resulting combination would still fail to disclose certain aspects of independent claims 1 and 22.

Applicants also note that Bowen is specifically directed to cold or hot packs in

which materials mix and undergo exothermic or endothermic reactions. To the contrary, Kuhn is directed to a wrap that is initially flexible, but hardens after stretching. Due to their vastly different nature and construction, one of ordinary skill in the art would simply not have found it obvious to combine certain aspects of the "hot or cold packs" of Bowen with the "hardening wrap" of Kuhn. Thus, for at least the reasons set forth above, Applicants respectfully submit that independent claims 1 and 22 patentably define over the above-cited references, taken singularly or in any proper combination.

In addition, the above-cited references were also cited to reject dependent claims 3, 6-12, 15-21, and 24-31. Applicants respectfully submit, however, that at least for the reasons indicated above relating to corresponding independent claims 1 and 22, dependent claims 3, 6-12, 15-21, and 24-31 patentably define over the references cited. However, Applicants also note that the patentability of dependent claims 3, 6-12, 15-21, and 24-31 does not necessarily hinge on the patentability of independent claims 1 and 22. In particular, some or all of these claims may possess features that are independently patentable, regardless of the patentability of claims 1 and 22.

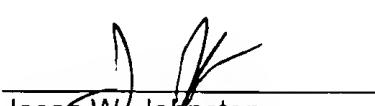
As an additional note, original claims 32-41 were withdrawn in the Office Action as being directed to non-elected method claims. Dependent claims 4, 13-14, and 23 were also withdrawn as being directed to a non-elected species. In Applicants' previous response, it was submitted that independent claims 1 and 22 read on each of the three (3) identified species and thus were generic. Accordingly, should independent claims 1 and/or 22 be determined to be allowable generic claims as provided by 37 C.F.R. §1.141, Applicants request reinstatement of the claims directed to the non-elected species as these claims would be fully embraced by the allowed generic claim(s).

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In summary, Applicants respectfully submit that the present claims patentably define over the prior art of record for at least the reasons set forth above. As such, it is believed that the present application is in complete condition for allowance and favorable action, therefore, is respectfully requested. Examiner Nolan is invited and encouraged to telephone the undersigned, however, should any issues remain after consideration of this response.

Please charge any additional fees required by this Amendment to Deposit Account No. 04-1403.

Respectfully requested,
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